

THE PARK LAW GROUP, LLC

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

EASYTEX CORPORATION LIMITED,

Plaintiff,

v.

PETER & FRANK OF NY, CORP., CHUL KYU
KIM a/k/a KIM CHUL KYU a/k/a CHUK CHUL
KIM a/k/a ROBERT CHUL KIM a/k/a CHUL
KYOO KIM a/k/a CHULKYOO KIM a/k/a KIM
K. CHUL, BARO SHIPPING CO., LTD., TOP
TEN TRANS, INC., GFA, INC., 3 WIN INC.,
MERCURY, AMERICAN INTERNATIONAL
LINE, INC., SOON CHAN HONG a/k/a SOON
C. HONG a/k/a SOONCHAN C. HONG a/k/a
SOON CHAN HONG a/k/a CHAN S. HONG
a/k/a HONG S. CHAN a/k/a HONG SOON
CHANG d/b/a SOONCHAN HONG CUSTOM
HOUSE BROKER, STOP & STOR, jointly and
severally,

Defendants.

Civil Action No. 07-CV-03907-BSJ

**ANSWER AND AFFIRMATIVE
DEFENSES OF PLAINTIFF AND
COUNTER DEFENDANT, EASYTEX
CORPORATION LIMITED, TO
COUNTERCLAIMS OF DEFENDANTS
AND COUNTER CLAIMANTS, PETER
& FRANK OF NY, CORP. AND CHUL
KYU KIM a/k/a KIM CHUL KYU a/k/a
CHUK CHUL KIM a/k/a ROBERT
CHUL KIM a/k/a CHUL KYOO KIM
a/k/a CHULKYOO KIM a/k/a KIM K.
CHUL**

ECF CASE

Plaintiff and Counter Defendant, Easytex Corporation Limited ("Easytex"), by way of Answer to Counterclaims of Defendants and Counter Claimants, Peter & Frank of NY, Corp. ("Counter Claimant Peter & Frank") and Chul Kyu Kim a/k/a Kim Chul Kyu a/k/a Chuk Chul Kim a/k/a Robert Chul Kim a/k/a Chul Kyoo Kim a/k/a Chulkyoo Kim a/k/a Kim K. Chul ("Counter Claimant Kim") (collectively, "Counter Claimants"), states:

FIRST COUNT OF COUNTERCLAIM

1. Easytex admits in part and denies in part the allegations of Counter Claimants in this paragraph. Easytex admits Counter Claimants' allegations in this paragraph to the extent that Easytex entered into a certain contract ("the Contract") with Counter Claimant Peter & Frank on or about August 17, 2006 with regard to "certain amount of textile or garment goods for the sum of \$1,469,740." However, Easytex denies Counter Claimants' allegations in this paragraph that "Easytex was to deliver certain amount of textile or garment goods to Peter & Frank" under the Contract.

2. Easytex denies all allegations made by Counter Claimants in this paragraph.
3. Easytex denies all allegations made by Counter Claimants in this paragraph.
4. Easytex denies all allegations made by Counter Claimants in this paragraph.
5. Easytex denies all allegations made by Counter Claimants in this paragraph.
6. Easytex denies all allegations made by Counter Claimants in this paragraph.

SECOND COUNT OF COUNTERCLAIM

7. Easytex repeats and reaffirms its responses to Counter Claimants' allegations of First Count of Counterclaim as if fully set forth herein.

8. Easytex denies all allegations made by Counter Claimants in this paragraph.
9. Easytex denies all allegations made by Counter Claimants in this paragraph.
10. Easytex denies all allegations made by Counter Claimants in this paragraph.

WHEREFORE, Easytex demands dismissal of the Counterclaims of Counter Claimants and for an award of counsel fees and costs and for such other and further relief as the Court may deem

just and proper. Easytex reserves a right to file an appropriate motion to dismiss the Counterclaims of Counter Claimants.

AFFIRMATIVE DEFENSES

11. With respect to the Counterclaims, Counter Claimants fail to state a claim upon which relief can be granted.

12. Counter Claimants did not incur any damages as a result of Easytex's alleged conduct, which conduct is denied.

13. The Counterclaims are barred by the applicable statute of limitations.

14. The Counterclaims are barred by the doctrine of laches.

15. The Counterclaims are barred by the doctrine of unclean hands.

16. The Counterclaims are barred by the doctrine of estoppel.

17. Counter Claimants waived any claim it may have, which is denied, to seek relief against Easytex.

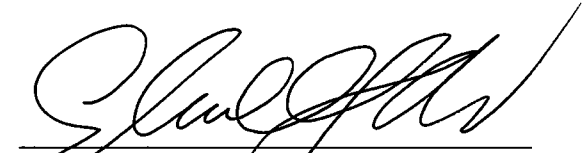
18. The Counterclaims are barred because Counter Claimants failed to make required payments to Easytex under the Contract.

19. The Counterclaims are barred because Counter Claimants failed to give timely notice to Easytex regarding Counter Claimants' allegation that the goods that are the subject matter of this suit were defective, non-conforming with the Contract and not fit for intended purpose.

20. Counter Claimants are barred from relief due to its failure to mitigate any alleged damages suffered by Counter Claimants.

WHEREFORE, Easytex demands dismissal of the Counterclaims of Counter Claimants and for an award of counsel fees and costs and for such other and further relief as the Court may deem just and proper. Easytex reserves a right to file an appropriate motion to dismiss the Counterclaims of Counter Claimants.

Dated: July 18, 2007



Chul S. Park, Esq. (CP2061)

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Attorneys for Plaintiff

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CERTIFICATION OF SERVICE

I hereby certify that:

1. Answer of Plaintiff and Counter Defendant, Easytex Corporation Limited, to Counterclaims of Defendants and Counter Claimants, Peter & Frank of NY, Corp. and Chul Kyu Kim a/k/a Kim Chul Kyu a/k/a Chuk Chul Kim a/k/a Robert Chul Kim a/k/a Chul Kyoo Kim a/k/a Chulkyoo Kim a/k/a Kim K. Chul, is being filed through the ECF system within the time set forth in the court rules with the:

Clerk of Court
United States District Court
Southern District of New York
Daniel Patrick Moynihan
United States Courthouse
500 Pearl Street
1st Floor
New York, New York 10007-1312; and

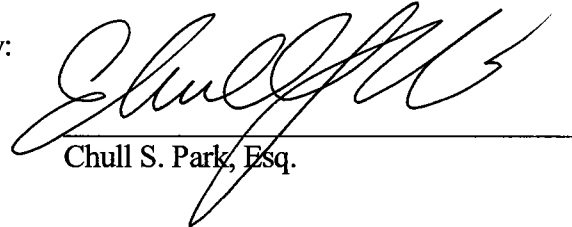
2. Pursuant to Section 1.E of the Individual Practices of Judge Barbara S. Jones, Answer of Plaintiff and Counter Defendant, Easytex Corporation Limited, to Counterclaims of Defendants and Counter Claimants, Peter & Frank of NY, Corp. and Chul Kyu Kim a/k/a Kim Chul Kyu a/k/a Chuk Chul Kim a/k/a Robert Chul Kim a/k/a Chul Kyoo Kim a/k/a Chulkyoo Kim a/k/a Kim K. Chul, is being forwarded to the Judge's Chamber by regular mail that is located as follows:

Honorable Barbara S. Jones
United States District Court
Southern District of New York
Daniel Patrick Moynihan
United States Courthouse
500 Pearl Street
New York, New York 10007

3. Answer of Plaintiff and Counter Defendant, Easytex Corporation Limited, to Counterclaims of Defendants and Counter Claimants, Peter & Frank of NY, Corp. and Chul Kyu

Kim a/k/a Kim Chul Kyu a/k/a Chuk Chul Kim a/k/a Robert Chul Kim a/k/a Chul Kyoo Kim a/k/a Chulkyoo Kim a/k/a Kim K. Chul, is being served upon the attorneys and pro se parties on the attached service list by regular mail within the time set forth in the court rules.

By:



Chull S. Park, Esq.

Dated: July 18, 2007

Easytex Corporation Limited v. Peter & Frank of NY, Corp., et al.,
Docket No. 07-CV-3907-BSJ
1043.001

SERVICE LIST

Counsel for Defendants:

- | | |
|--|---|
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<u>Kyu a/k/a Chul Kim a/k/a</u>
<u>Robert Chul Kim a/k/a Chul Kyoo</u>
<u>Kim a/k/a Chulkyoo Kim a/k/a</u>
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- | | |
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